



County of Los Angeles **CHIEF ADMINISTRATIVE OFFICE**

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

January 10, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

CONVEYANCE OF COUNTY-OWNED REAL PROPERTY TO THE CITY OF POMONA 250 NEWMAN STREET, POMONA (FIRST) (4 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the property located at 250 Newman Street, Pomona, legally described in Exhibit A of Attachment A, is surplus to any present and foreseeable County needs.
2. Find that the proposed direct sale of the surplus property is categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve the conveyance of the Newman Street property for \$71,500 to the City of Pomona Redevelopment Agency.
4. Approve and instruct the Mayor to sign the attached Sale and Purchase Agreement (Attachment A) and the Quitclaim Deed (Attachment B), both of which have been approved as to form by County Counsel.
5. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund as directed by the Chief Administrative Office (CAO).
6. Authorize the CAO to execute any other documents necessary to complete the sales transaction upon approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The property consists of an unimproved parcel of flat land totaling 7,429 square feet. The property was originally acquired as a settlement in lieu of foreclosure for a debt owed to the County by the prior owner. No records can be located identifying the exact nature of the debt except to confirm that the property was deeded to the County in 1976 as settlement in full of the debt. The property has never been used by the County for any purpose, nor is it required for County use.

As a result, the subject property is considered surplus to the County's needs. The City of Pomona's acquisition of the property will allow the City to develop the lot for housing purposes and provide an opportunity for the County to sell this asset at its fair market value.

Implementation of Strategic Plan Goals

The approval of this sale will provide funds that will be used to improve the physical infrastructure of the County's existing real estate assets which is in accordance with the stated goal of strengthening the County's fiscal capacity as provided in the County of Los Angeles Strategic Plan (Goal 4).

FISCAL IMPACT/FINANCING

The City of Pomona has agreed to pay the County \$71,500 in cash for the property. The sales price was determined by negotiation with City staff and is within an acceptable range of fair market value as determined by the appraisal prepared by CAO staff.

Proceeds from the sale will be deposited into the Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the property to the City of Pomona is authorized by Section 25365 of the California Government Code which authorizes real property transfers to other governmental agencies. Notification of your Board's intended action has been published in compliance with Government Code Section 6061.

The property is located in a residential neighborhood at 250 Newman Street, Pomona, near the intersection of Holt Avenue and Hamilton Boulevard. This location is not in close proximity to any other County facilities or programs.

The Honorable Board of Supervisors
January 10, 2006
Page 3

In accordance with your Board's policy, a restriction has been placed upon the deed reserving the mineral rights upon the property to the County.

County Counsel has reviewed the Sale and Purchase Agreement and the Quitclaim Deed related to the conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus governmental property is a Class 12 categorical exemption from CEQA pursuant to Section 15312 of the State CEQA guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

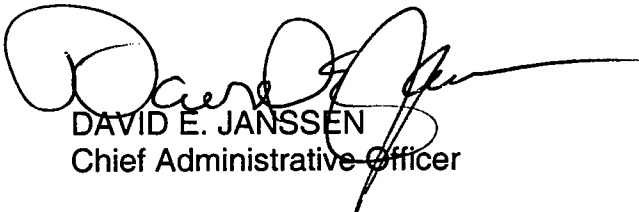
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Inasmuch as the property was never used, nor contemplated for use by the County, there will be no impact on County services.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an original executed Quitclaim Deed, executed original Purchase and Sale Agreement, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:CK:cc

Attachments (2)

c: County Counsel
Auditor-Controller

ATTACHMENT A
SALE AND PURCHASE AGREEMENT

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006, by and between **COUNTY OF LOS ANGELES** ("Seller"), and the **REDEVELOPMENT AGENCY OF THE CITY OF POMONA** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. **Sale and Purchase.** Seller is the owner of certain unimproved real property located at 100 Newman Street, in the City of Pomona, County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, (the "Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is Seventy One Thousand Five Hundred and NO/100 (\$71,500.00), payable by Buyer to Seller in full on January 13, 2006 which is one (1) business day prior to the conveyance of the Property in accordance with Section 4. Payment will be made by check payable to the County of Los Angeles.

3. **Costs.** All costs and expenses related to this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, all documentary transfer taxes, recording fees and any other fees customarily collected by the Registrar/Recorder. Upon request from Seller, Buyer shall immediately remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. **Conveyance and Closing Date.** Seller shall convey the Property to Buyer by quitclaim deed, subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any, (the "Deed"). Seller shall convey the Property on or before the latter of (i) January 17, 2006, or (ii) a date occurring fifteen (15) days after the County of Los Angeles Board of Supervisors approves the sale of the Property.

5. **Title.** Buyer understands that the Property is being sold without any warranty regarding the suitability of title to the Property. Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Redevelopment Agency of the City of Pomona.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property 'as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property:

None

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that condition.

9. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

10. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

13. Assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

14. Notices. All notices, demands and requests under this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Redevelopment Agency of the City of Pomona
505 South Garey Avenue, Box 660
Pomona, CA 91769
Attention: Raymond Fong
Redevelopment Manager

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

15. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

16. Seller's Remedies. In the event of Buyer's failure to purchase the Property as set forth herein, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

20. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

21. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

22. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

23. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

(SIGNITURE PAGE FOLLOWS)

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

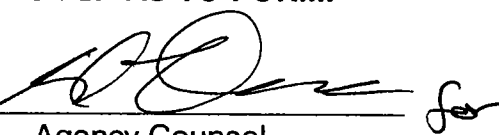
**REDEVELOPMENT AGENCY OF THE CITY OF
POMONA**

ATTEST:

By: 
Agency Secretary

By: 
Douglas Dunlap, Executive Director

APPROVED AS TO FORM:

By: 
Agency Counsel

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

"SELLER"

COUNTY OF LOS ANGELES

By: _____
Michael D. Antonovich
Mayor, Los Angeles County

ATTEST:

Violet Varona-Lukens
Executive Officer, Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

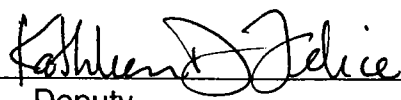
By: 
Deputy

EXHIBIT A
LEGAL DESCRIPTION

LOT 18 OF NEWMAN'S SUBDIVISION OF THE SOUTHEAST QUARTER OF BLOCK 220 OF THE POMONA TRACT, IN THE CITY OF POMONA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 25, PAGE 42 OF MISCELLANEOUS RECORDS OF SAID COUNTY.

ATTACHMENT B
QUITCLAIM DEED

RECORDING REQUESTED BY :
County of Los Angeles
and mail to:
City of Pomona
505 South Garey Avenue
Pomona, CA 91769
Attn: Redevelopment Manager

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Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCEL: 8348-010-901

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for the sum of Seventy One Thousand Five Hundred Dollars (\$71,500.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

REDEVELOPMENT AGENCY OF THE CITY OF POMONA

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the City of Pomona, County of Los Angeles, State of California and is further described in Exhibit A attached hereto.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. 2245

By _____
Michael Antonovich
Mayor, Los Angeles County

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

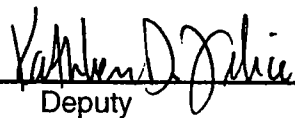
In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

VIOLET VARONA-LUKENS, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

(deed).1

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